

AMENDED IN ASSEMBLY AUGUST 30, 2006

AMENDED IN ASSEMBLY AUGUST 24, 2006

AMENDED IN ASSEMBLY JULY 6, 2005

AMENDED IN SENATE MAY 2, 2005

SENATE BILL

No. 10

Introduced by Senator Dunn

(Principal coauthor: Assembly Member Jones)

December 6, 2004

An act to amend, *repeal, and add* Section 70301 of, ~~and to add Sections 70324 and 70351.5 to~~ *to add Section 70351.5 to, and to add and repeal Section 70324 of*, the Government Code, relating to trial court facilities.

LEGISLATIVE COUNSEL'S DIGEST

SB 10, as amended, Dunn. Trial court facilities.

(1) Existing law requires the Judicial Council, in consultation with the superior court of each county and the county to enter into agreements concerning the transfer of responsibility for court facilities from that county to the Judicial Council. However, neither title to, nor responsibility for, court facilities deemed deficient shall transfer to the state or the Judicial Council, unless provision is made in the agreement for correction of the deficient items. Prior to the completion of the negotiations concerning the transfer of responsibility for court facilities in a building, the state is required to provide for a licensed structural engineer to inspect and evaluate the building for seismic safety, as specified.

This bill would, *until January 1, 2010*, provide, if responsibility for court facilities is transferred from the county to the state pursuant to a

negotiated agreement, and the building containing those court facilities is rated as a “level V seismic rating,” as defined, that the county shall be responsible for any seismic-related damage and injury only to the same extent that the county would be liable if responsibility was not transferred to the state, and the county shall indemnify, *defend*, and hold the state harmless from ~~any such~~ *those* claims, except as specified. The bill would require the county, in the event that seismic-related damage occurs, to either make repairs or provide funds to the state sufficient to make those repairs, as specified. The bill would authorize the county and the Judicial Council to agree on a method to address the seismic issue so that the state does not have a financial burden greater than it would have had if the court facilities initially transferred were court facilities in buildings rated as a level IV seismic rating.

(2) Existing law requires each county to pay to the state the amount that county historically expended for operation and maintenance of court facilities for deposit in the Court Facilities Trust Fund as a source of funding for the ongoing operations and maintenance of court facilities, as specified.

This bill would authorize the California State Association of Counties, the Judicial Council, and the Director of Finance to agree to alternative methods for calculating the county facilities payment amount to be used by any county meeting the criteria set forth in those alternative methods.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 70301 of the Government Code is
- 2 amended to read:
- 3 70301. This chapter shall be known and may be cited as the
- 4 “Trial Court Facilities Act of 2002.”
- 5 As used in this chapter:
- 6 (a) “Bonded indebtedness” includes any financial
- 7 encumbrance, including, but not limited to, bonds, lease revenue
- 8 bonds, certificates of participation, mortgages, liens, or loans, on
- 9 a building.
- 10 (b) “Building” means a single structure or connected
- 11 structures. A building may include related structures.

1 (c) “County facilities payment” means the amount established
2 by Article 5 of this chapter to be paid by a county in partial
3 exchange for relief from the responsibility for providing court
4 facilities.

5 (d) “Court facilities” consist of all of the following:

6 (1) Rooms for holding superior court.

7 (2) The chambers of the judges of the court.

8 (3) Rooms for the attendants of the court, including, but not
9 limited to, rooms for accepting and processing documents filed
10 with the court.

11 (4) Heat, ventilation, air-conditioning, light, and fixtures for
12 those rooms and chambers.

13 (5) Common and connecting space to permit proper and
14 convenient use of the rooms.

15 (6) Rooms for secure holding of a prisoner attending court
16 sessions, together with secure means of transferring the prisoner
17 to the courtroom.

18 (7) Any other area within a building required or used for court
19 functions.

20 (8) Grounds appurtenant to the building containing the rooms.

21 (9) Parking spaces historically made available to one or more
22 users of court facilities.

23 (e) “Deferred maintenance” means a backlog of projects that
24 occurs when ongoing maintenance and repair of court facilities or
25 a building is not sustained at an appropriate level in quality,
26 quantity, or frequency to support the designed level of service of
27 the building or special repair projects are not accomplished as
28 needed.

29 (f) “Historical building” means a building that is identified as
30 a historical building by the county board of supervisors and is
31 either a “qualified historical building or structure,” as defined in
32 Section 18955 of the Health and Safety Code, or is a building
33 eligible for inclusion on the National Register of Historic Places
34 under Section 470a of Title 16 of the United States Code.

35 (g) “Level IV or lower seismic rating” means a rating of level
36 I, level II, level III, or level IV under the Seismic Risk Table.

37 (h) “Level V seismic rating” means a rating of substantial risk
38 (level V) under the Seismic Risk Table, using the engineering
39 evaluating criteria that are in effect on September 1, 2005. That

1 rating will not in itself be considered a significant threat to life,
2 safety, or health.

3 (i) “Maintenance” means the ongoing upkeep of buildings,
4 equipment, grounds, and utilities required to keep a building and
5 its systems in a condition adequate to support its designed level
6 of service.

7 (j) “Responsibility for facilities” means the obligation of
8 providing, operating, maintaining, altering, and renovating a
9 building that contains the facilities.

10 (k) “Seismic Risk Table” means the Risk Acceptability Table
11 of the State Building Seismic Program as developed by the
12 Division of the State Architect, as of April 1994, p. II-2.

13 (l) “Shared use” refers to a building that is used for both court
14 and noncourt purposes.

15 (m) “Special improvement” means any modification that
16 increases the designed level of services of a building, or a
17 one-time modification of a building that is not expected to be
18 repeated during the lifetime of the building.

19 (n) “Special repair” means modifications that maintain the
20 designed level of services of a building and does not include a
21 special improvement.

22 (o) “Unacceptable seismic safety rating” means a rating of
23 either “extensive but not imminent risk” (level VI) or “imminent
24 risk” (level VII) under the Seismic Risk Table.

25 (p) “Usable space” means space that an occupier of a facility
26 can actually use and may allocate to house personnel and
27 furniture.

28 (q) “User rights” means the right to exclusive use of the
29 noncommon area within a building allocated to that use as well
30 as shared use of the common areas of the building and the
31 appurtenant grounds and parking.

32 *This section shall remain in effect only until January 1, 2010,*
33 *and, as of that date is repealed, unless a later enacted statute*
34 *that is enacted before January 1, 2010, deletes or extends that*
35 *date.*

36 *SEC. 1.5. Section 70301 is added to the Government Code, to*
37 *read:*

38 *70301. This chapter shall be known and may be cited as the*
39 *“Trial Court Facilities Act of 2002.”*

40 *As used in this chapter:*

1 (a) “Bonded indebtedness” includes any financial
2 encumbrance, including, but not limited to, bonds, lease revenue
3 bonds, certificates of participation, mortgages, liens, or loans, on
4 a building.

5 (b) “Building” means a single structure or connected
6 structures. A building may include related structures.

7 (c) “County facilities payment” means the amount established
8 by Article 5 of this chapter to be paid by a county in partial
9 exchange for relief from the responsibility for providing court
10 facilities.

11 (d) “Court facilities” consist of all of the following:

12 (1) Rooms for holding superior court.

13 (2) The chambers of the judges of the court.

14 (3) Rooms for the attendants of the court, including, but not
15 limited to, rooms for accepting and processing documents filed
16 with the court.

17 (4) Heat, ventilation, air-conditioning, light, and fixtures for
18 those rooms and chambers.

19 (5) Common and connecting space to permit proper and
20 convenient use of the rooms.

21 (6) Rooms for secure holding of a prisoner attending court
22 sessions, together with secure means of transferring the prisoner
23 to the courtroom.

24 (7) Any other area within a building required or used for court
25 functions.

26 (8) Grounds appurtenant to the building containing the rooms.

27 (9) Parking spaces historically made available to one or more
28 users of court facilities.

29 (e) “Deferred maintenance” means a backlog of projects that
30 occurs when ongoing maintenance and repair of court facilities
31 or a building is not sustained at an appropriate level in quality,
32 quantity, or frequency to support the designed level of service of
33 the building or special repair projects are not accomplished as
34 needed.

35 (f) “Historical building” means a building that is identified as
36 a historical building by the county board of supervisors and is
37 either a “qualified historical building or structure,” as defined in
38 Section 18955 of the Health and Safety Code, or is a building
39 eligible for inclusion on the National Register of Historic Places
40 under Section 470a of Title 16 of the United States Code.

1 (g) “Maintenance” means the ongoing upkeep of buildings,
2 equipment, grounds, and utilities required to keep a building and
3 its systems in a condition adequate to support its designed level
4 of service.

5 (h) “Responsibility for facilities” means the obligation of
6 providing, operating, maintaining, altering, and renovating a
7 building that contains the facilities.

8 (i) “Shared use” refers to a building which is used for both
9 court and noncourt purposes.

10 (j) “Special improvement” means any modification that
11 increases the designed level of services of a building, or a
12 one-time modification of a building that is not expected to be
13 repeated during the lifetime of the building.

14 (k) “Special repair” means modifications that maintain the
15 designed level of services of a building and does not include a
16 special improvement.

17 (l) “Unacceptable seismic safety rating” means a rating of
18 either “substantial risk” (level V), “extensive but not imminent
19 risk” (level VI), or “imminent risk” (level VII) under the Risk
20 Acceptability Table of the State Building Seismic Program as
21 developed by the Division of the State Architect, April 1994, p.
22 II-2.

23 (m) “Usable space” means space that an occupier of a facility
24 can actually use and may allocate to house personnel and
25 furniture.

26 (n) “User rights” means the right to exclusive use of the
27 noncommon area within a building allocated to that use as well
28 as shared use of the common areas of the building and the
29 appurtenant grounds and parking.

30 This section shall become operative on January 1, 2010.

31 SEC. 2. Section 70324 is added to the Government Code, to
32 read:

33 70324. (a) If responsibility for court facilities is transferred
34 from the county to the state pursuant to a negotiated agreement,
35 and the building containing those court facilities is rated as a
36 level V seismic rating, the following provisions shall apply to the
37 transfer.

38 (1) Except as provided in paragraph (3), the county shall be
39 responsible for any seismic-related damage and injury, including,
40 but not limited to, damage and injury to real property, personal

1 property, and persons, only to the same extent that the county
2 would be liable for that damage and injury if responsibility was
3 not transferred to the state, and the county shall indemnify,
4 *defend*, and hold the state harmless from those claims.

5 (2) Except as provided in paragraph (3), in the event that
6 seismic-related damage occurs to a building containing court
7 facilities for which the county retains liability under this section,
8 the county either shall make repairs to the damage or provide
9 funds to the state sufficient to make those repairs, in order to
10 bring the damaged portions of the building containing court
11 facilities back to the condition in which they existed before the
12 seismic-related event. The county may postpone the making of
13 repairs to the damage or providing funds to the state for those
14 repairs, if it provides the court, at county expense, with necessary
15 and suitable temporary facilities, subject to the agreement of the
16 Judicial Council.

17 (3) The county shall not be liable for any damage or injury
18 sustained in a seismic event ~~if to the extent~~ the damage or injury
19 is attributable to actions or conditions created by or under the
20 control of the state ~~including, but not limited to, building~~
21 ~~alterations, tenant improvements, maintenance, operations,~~
22 ~~furnishings, or equipment.~~ The state shall indemnify, defend, and
23 hold the county harmless from any liability resulting from that
24 damage or injury. The state does not have a duty to make
25 changes or repairs to improve the seismic condition of the
26 building.

27 (4) As part of, or subsequent to, the transfer agreement, the
28 county and the Judicial Council may agree on a method to
29 address the seismic issue so that the state does not have a
30 financial burden greater than it would have had if the court
31 facilities initially transferred were court facilities in buildings
32 rated as a level IV seismic rating.

33 (b) This section shall not apply to events occurring on or after
34 the earliest of the following dates:

35 (1) The facilities covered by this section are seismically-rated
36 at any level lower than level V.

37 (2) The facilities are no longer used as court facilities.

38 (3) Thirty-five years from the date of transfer of the facilities.

39 (4) The county has complied with the conditions for relief
40 from liability contained in an agreement pursuant to paragraph

1 (4) of subdivision (a) addressing the seismic issue with regard to
2 the facility, and the agreement has been approved by the Director
3 of Finance.

4 (c) The provisions of this section shall prevail over any
5 conflicting provisions of this chapter in regard to transfer of
6 responsibility for court facilities in buildings rated as a level V
7 seismic rating.

8 (d) This section shall not be deemed to impose greater liability
9 on a county for seismic-related damage to third parties other than
10 it would have if the responsibility for court facilities had not
11 transferred to the state.

12 (e) Nothing in this chapter shall require the transfer of
13 responsibility for court facilities in a building that is rated as a
14 level V seismic rating.

15 (f) *The terms of this section in effect at the time an agreement*
16 *is executed for transfer of responsibility shall continue to govern*
17 *that agreement for transfer, notwithstanding any subsequent*
18 *repeal of this section.*

19 (g) *This section shall remain in effect only until January 1,*
20 *2010, and, as of that date is repealed, unless a later enacted*
21 *statute that is enacted before January 1, 2010, deletes or extends*
22 *that date.*

23 SEC. 3. Section 70351.5 is added to the Government Code, to
24 read:

25 70351.5. Notwithstanding any other provision of this chapter,
26 the California State Association of Counties, the Judicial
27 Council, and the Director of Finance may agree to alternative
28 methods for calculating the county facilities payment amount to
29 be used by any county meeting the criteria set forth in those
30 alternative methods. In the absence of an agreement, the other
31 provisions of this article shall apply.